

**UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
NORTHERN DISTRICT**

ERNESTO CARRILLO-RAMIREZ, JOSE  
DELGADO-PALOMERA, NESTOR DELGADO-  
ZAMORANO, OSCAR PACHECO-SANTANA,  
VICTOR SANCHEZ-JAIMES, JOEL TAPIA-RUIZ,  
ADAN ESPARZA-HARO and FRANCISCO ROBLES-CASILLA PLAINTIFFS

V. CIVIL ACTION NO. 3:15-CV-00409-CWR-FKB

CULPEPPER ENTERPRISES, INC., KATHY  
CULPEPPER, NORTH AMERICAN LABOR  
SERVICES, INC., JON CLANCY and CHERI CLANCY DEFENDANTS

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**DEFENDANTS' OFFER OF JUDGMENT**

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COME NOW, the Defendants, NORTH AMERICAN LABOR SERVICES, INC., JON CLANCY and CHERI CLANCY, by and through their undersigned counsel, W. Harvey Barton, in the above-styled and numbered cause, and file this their Offer of Judgment pursuant to Rule 68 of the Mississippi Rules of Civil Procedure, and would show unto the Court the following, to-wit:

I.

This Offer of Judgment is made by and on behalf of Defendants, NORTH AMERICAN LABOR SERVICES, INC., JON CLANCY and CHERI CLANCY.

II.

The Offer of Judgment is made to all Plaintiffs in this cause of action.

III.

Defendants will pay the total sum of Ten Thousand Dollars (\$10,000.00) in full settlement of all Plaintiffs' claims or whatever nature which have been or could have been asserted against the

Defendants as a result of the matters described in the Plaintiffs' Complaint and any amendments to the Complaint.

IV.

The Plaintiffs have a claim for punitive damages and this Offer of Judgment does not include any allocation for punitive damages nor will any be paid in addition to this Offer of Judgment.

V.

The Plaintiffs have a claim for attorneys' fees and this Offer of Judgment does not include any allocation for attorneys' fees nor will any be paid in addition to this Offer of Judgment.

VI.

The total amount stated in paragraph III., of this Offer of Judgment is intended to resolve all damages that would otherwise be awarded in a Final Judgment in this action, including any taxable costs and interest. No additional costs or interest will be paid in addition to this Offer of Judgment.

VII.

The Plaintiffs shall execute a Settlement Agreement and Release in favor of the Defendants, all Defendant's privies, parents, subsidiaries, affiliates, agents, directors, officers and employees; and Defendants' insurer(s), if any. The Settlement Agreement Release will include a requirement that the terms of this settlement remain confidential.

VIII.

Plaintiffs shall dismiss this case with prejudice as to all claims against Defendants NORTH AMERICAN LABOR SERVICES, INC., JON CLANCY and CHERI CLANCY.

IX.

Pursuant to Rule 68, this offer will remain open for a period of ten (10) days.

X.

If any provisions of the rules or statutes cited above are deemed to be unenforceable, Defendants will pursue remedies hereunder which remain.

XI.

This is not an admission of guilt as to the Defendants and is not to be used for any purpose in any other proceeding, nor to be offered as evidence at any proceeding except as necessary to enforce the terms of this offer.

This the 14<sup>th</sup> day of October, 2016.

Respectfully submitted,

BY: s/W. HARVEY BARTON, MSB #2104

**BARTON LAW FIRM, PLLC**

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3007 Magnolia Street  
Pascagoula, MS 39567  
Telephone: (228) 769-2070  
Facsimile: (228) 769-1992

**CERTIFICATE OF SERVICE**

I, W. HARVEY BARTON, do hereby certify that I electronically filed the foregoing with the Clerk of the Court using the ECF system which sent notification of such filing to the following:

**James Knoepp, Esquire  
Daniel Werner, Esquire  
Sarah M. Rich, Esquire  
Jody Owens, Esquire  
Brooke McCarthy, Esquire  
Southern Poverty Law Center  
1989 College Avenue NE  
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[jim.knoepp@splcenter.org](mailto:jim.knoepp@splcenter.org)  
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[jody.owens@splcenter.org](mailto:jody.owens@splcenter.org)  
[brooke.mccarthy@splcenter.org](mailto:brooke.mccarthy@splcenter.org)**  
**ATTORNEYS FOR PLAINTIFFS**

And I hereby certify that I have caused to be sent by U. S. Mail, the foregoing to the following non-ECF participant:

**Kathy Culpepper  
Culpepper Enterprises, Inc.  
900 Carrington Avenue  
Collins, MS 39428**

SO CERTIFIED, this the 14<sup>th</sup> day of October, 2016.

s/W. HARVEY BARTON, MSB #2104

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